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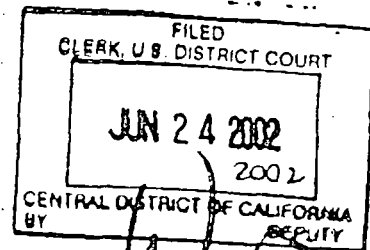
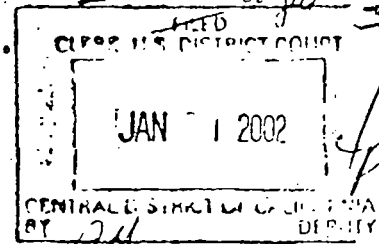
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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

UNITED STATES OF AMERICA and
STATE OF CALIFORNIA,

Plaintiffs,

v.

MONTROSE CHEMICAL CORP.
OF CALIFORNIA, et al.,

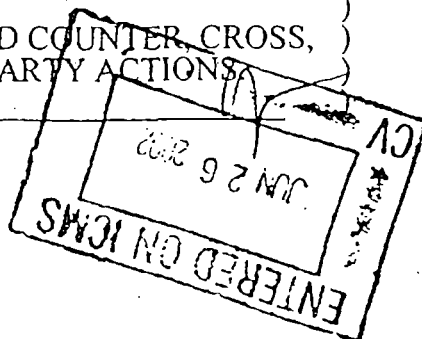
Defendants.

AND RELATED COUNTER, CROSS,
AND THIRD PARTY ACTIONS

NO. CV 90-3122-R
90-3122

PARTIAL CONSENT DECREE
(RELATING TO THE
NEIGHBORHOOD AREAS)

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CONSENT DECREE

This Consent Decree ("Decree") is made and entered into by and among the United States of America ("the United States"), on behalf of the United States Environmental Protection Agency ("EPA"), and the California Department of Toxic Substances Control ("DTSC"), the California Hazardous Substance Account, as defined in California Health and Safety Code section 25330, the California Hazardous Substance Cleanup Fund as, defined in California Health and Safety Code section 25385.3, and the California Toxic Substances Control Account, as defined in California Health and Safety Code section 25173.6 (hereinafter collectively referred to as "DTSC"), and Defendants Montrose Chemical Corporation of California ("Montrose"), Aventis CropScience USA, Inc. (formerly known as Rhone-Poulenc Inc.) ("Aventis"), Chris-Craft Industries, Inc., ("Chris-Craft"), and Atkemix Thirty Seven, Inc. ("Atkemix-37") (collectively, the "DDT Defendants"). This Decree is not intended to affect in any way the United States' and the DTSC's claims against any entity other than the Released Parties (as defined below).

INTRODUCTION

A. The United States and the State of California ("State"), on behalf of DTSC, have filed a Third Amended Complaint in this matter, under Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §§ 9607 - 9675, seeking, *inter alia*, recovery of and response costs in connection with releases of DDT and other hazardous substances into the environment at and from the Montrose Plant Property, as defined herein.

B. In the First Claim for Relief of the Complaint, the United States and the State asserted a claim under Section 107(a)(1-4)(C) of CERCLA, 42 U.S.C. § 9607(a)(1-4)(C), for alleged natural resource damages relating to discharges of DDT through the County Sanitation District No. 2 of Los Angeles County collection system, through the White's Point Outfall into the Pacific Ocean. The First Claim was settled in a Consent Decree entered by the Court on March 15, 2001.

1 C. In the Second Claim for Relief of the Complaint, the United States and
2 DTSC assert a claim for recovery of costs incurred and declaratory judgment for costs to
3 be incurred by EPA and DTSC in response to the release or threatened release of
4 hazardous substances into the environment at and/or from the Montrose Plant Property
5 pursuant to Section 107(a)(1-4)(A) of CERCLA, 42 U.S.C. § 9607(a)(1-4)(A).

6 D. The Third Amended Complaint specified that the Second Claim included
7 costs incurred and declaratory judgment for costs to be incurred by EPA and DTSC in
8 connection with the Offshore Areas. This portion of the Second Claim was also settled in
9 the Consent Decree entered on March 15, 2001.

10 E. Pursuant to a Partial Consent Decree that was entered by the Court on
11 October 20, 2000, the DDT Defendants have already paid \$5.125 million as
12 reimbursement and settlement of claims for past response costs incurred by the United
13 States and DTSC, as defined therein. In addition, Montrose previously paid
14 \$1,354,612.37 as reimbursement of past response costs incurred by the United States with
15 respect to portions of the Onshore Areas.

16 F. Trial in this action between Plaintiffs and the DDT Defendants commenced
17 on October 17, 2000.

18 G. On October 18, 2000, the Court took under submission the issue of liability
19 of the DDT Defendants for certain Onshore Areas to which Plaintiffs contended that
20 hazardous substances from the Montrose Plant Property have been released, namely, (1)
21 the Neighborhood Areas and (2) the Current Storm Water Pathway. On October 19,
22 2000, Defendants moved for judgment of non-liability on these two issues, and on
23 October 26, 2000, Plaintiffs opposed those two motions.

24 H. On October 27, 2000, the Court took under submission the issue of the
25 alleged liability of Chris-Craft as an operator of the Montrose Plant Property.

26 I. EPA and DTSC have determined that residential properties along the
27 portion of Kenwood Avenue between 204th Street and Torrance Boulevard contain
28

1 elevated levels of DDT. Plaintiffs allege, and the DDT Defendants deny, that the DDT in
2 these properties flowed off the Montrose Plant Property into the historic Kenwood Ditch.

3 J. EPA is about to begin a removal action, selected and described in the
4 Removal Action Memorandum, pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604,
5 to excavate the DDT from certain residences in the Neighborhood Areas, along Kenwood
6 Avenue. This Decree provides that the excavated materials will be stored and maintained
7 on the Montrose Plant Property until a final remedy for existing DDT contaminated soils
8 at the Montrose Plant Property has been selected by EPA.

9 K. EPA has designed Storage Cells for construction on the Montrose Plant, and
10 Montrose has inspected and accepted the design. EPA and Montrose have agreed to the
11 Operation and Maintenance Workplan for these Storage Cells, which is attached to and
12 incorporated into this Decree. The Released Parties have been listed as additional
13 insured parties on the insurance policy held by I.T. Corporation, EPA's sub-contractor for
14 the construction of the Storage Cells. DTSC agrees that the Storage Cells and the
15 materials to be stored therein are not subject to a facility fee or generator fee, pursuant to
16 Chapter 6.5 of the California Health and Safety Code.

17 L. Subject to the reservations and re-openers in this Decree, this Decree finally
18 and fully resolves all present and future liability of the Released Parties to the United
19 States and DTSC for Response Costs relating to the Neighborhood Areas. This Decree
20 does not resolve claims relating to the following: the Montrose Plant Property; the real
21 property located at 1401 West Del Amo Blvd., Los Angeles, California and owned by
22 Jones Inc; groundwater contaminated by hazardous substances at or emanating from the
23 Montrose Plant Property; those portions of the Normandie Avenue Ditch adjacent to and
24 south of 20201 Normandie Avenue; and the Current Stormwater Pathway.

25 M. This settlement is made in good faith after arm's-length negotiations
26 conducted under the supervision of Special Master John Francis Carroll. The United
27 States, DTSC, and the DDT Defendants agree, and this Court by entering this Consent
28 Decree finds, that this Consent Decree has been negotiated by the Parties in good faith.

1 that settlement of this matter and entry of this Decree will avoid further complicated
2 litigation between the Parties, is the most appropriate means to resolve the matters
3 covered herein, and is fair, reasonable and in the public interest.

4 NOW, THEREFORE, with the consent of the Parties to this Decree, it is hereby
5 ORDERED, ADJUDGED AND DECREED:

6 JURISDICTION AND VENUE

7 1. This Court has personal jurisdiction over the Parties. This Court has
8 jurisdiction over the subject matter of this action and the Parties to this Decree pursuant to
9 28 U.S.C. §§ 1331, 1345, 1651 and 1367, and Sections 106, 107 and 113(b) of CERCLA,
10 42 U.S.C. §§ 9606, 9607 and 9613(b). The Released Parties consent to and shall not
11 challenge entry of this Consent Decree or this Court's jurisdiction to enter or enforce this
12 Consent Decree.

13 APPLICABILITY OF DECREE

14 2. The provisions of this Decree, including the covenants not to sue and
15 contribution protection, shall be binding on, apply to, and inure to the benefit of the
16 United States, DTSC, the DDT Defendants and their successors and assigns, and for the
17 purposes of the sections of this Decree called "Covenants by Released Parties,"
18 "Covenant Not to Sue For Response Activities and Costs Relating to the Neighborhood
19 Areas, And Reservation of Rights," and "Effect of Settlement/Contribution Protection,"
20 the Released Parties, their successors and assigns. No change in the ownership or
21 organizational form or status of the DDT Defendants shall affect their rights or
22 obligations under this Decree.

23 EFFECT OF SETTLEMENT/ENTRY OF JUDGMENT

24 3. This Decree was negotiated and executed by the Parties hereto in good faith
25 at arm's length to avoid the continuation of expensive and protracted litigation and is a
26 fair and equitable settlement of claims which were vigorously contested. The DDT
27 Defendants do not admit any of Plaintiffs' allegations or claims set forth herein and deny
28 any liability whatsoever for Plaintiffs' claims against the DDT Defendants set forth in the

1 Complaint, and do not admit that any area other than the Montrose Plant Property has
2 been impacted by hazardous substance releases from the Montrose Plant Property. This
3 Decree should not constitute or be interpreted, construed or used as evidence of any
4 admission of liability, law or fact. Except as otherwise provided in the Federal Rules of
5 Evidence, this Consent Decree is not admissible in evidence against any Party by any
6 person or entity not a Party to the Decree in any judicial or administrative proceeding.

7 4. Upon approval and entry of this Decree by the Court, this Decree shall
8 constitute a final judgment between and among the United States and the DTSC, and the
9 DDT Defendants regarding the matters addressed and resolved by this Decree.

10 DEFINITIONS

11 5. This Decree incorporates the definitions set forth in Section 101 of
12 CERCLA, 42 U.S.C. § 9601, including but not limited to the definitions of the terms
13 "release" and "response." In addition, whenever the following terms are used in this
14 Decree, they shall have the following meanings:

15 A. "Current Storm Water Pathway" means the Kenwood Drain, the Torrance
16 Lateral, the Dominguez Channel (from Laguna Dominguez to the Consolidated Slip), and
17 the portion of the Los Angeles Harbor known as the Consolidated Slip from the mouth of
18 the Dominguez Channel south to but not extending beyond Pier 200B and 200Y.

19 B. "Date of Acceptance" or "Date of Rejection" of a Storage Cell shall mean
20 the date on which the DDT Defendants provide written notice to EPA pursuant to the
21 provisions of Paragraph 8.B of this Decree.

22 C. "Date of Entry of this Decree" shall mean the date on which the District
23 Court has approved and entered this Decree as a judgment.

24 D. "Date of Execution of this Decree" shall mean the date on which the Decree
25 has been signed by Defendants.

26 E. "Date of Final Approval of this Decree" shall mean the later of (1) the date
27 on which the District Court has approved and entered this Decree as a judgment and all
28 applicable appeal periods have expired without an appeal being filed. or (2) if an appeal is

1 taken, the date on which the District Court's judgment is affirmed and there is no further
2 right to appellate review. However, if no person appears in District Court to oppose entry
3 of this Decree, then the Date of Final Approval of this Decree shall mean the Date of
4 Entry of this Decree.

5 F. "Date of Lodging of this Decree" shall mean the date that this Decree is
6 lodged, or a copy of it is filed, with the Court.

7 G. "DDT Defendants' Operations and Maintenance Period" shall mean the
8 period that will begin on the date that the DDT Defendants provide written notice to EPA
9 that the DDT Defendants have accepted a filled Storage Cell pursuant to Paragraph 8.B of
10 this Decree and continue until four years from that Date of Acceptance or until EPA
11 selects and implements the response actions for the Montrose Plant Property soils,
12 whichever occurs sooner.

13 H. "DTSC" for purposes of this Consent Decree shall include all of the
14 following: the California Department of Toxic Substances Control; the California
15 Hazardous Substances Account, as defined in California Health and Safety Code section
16 25330; the California Hazardous Substance Cleanup Fund, as defined in California Health
17 and Safety Code section 25385.3; and the California Toxic Substances Control Account,
18 as defined in California Health and Safety Code section 25173.6.

19 I. "Interest" shall mean interest at the rate specified for interest on investments
20 of the Hazardous Substance Superfund established under Subchapter A of Chapter 98 of
21 Title 26 of the U.S. Code, compounded on October 1 of each year, in accordance with 42
22 U.S.C. section 9607(a).

23 J. The "Kenwood Drain" shall mean for purposes of this Decree that
24 subsurface storm water conveyance that begins on the west side of Normandie Avenue
25 (adjacent to the Farmers Brothers facility), crosses under Normandie Avenue, proceeds
26 along 204th Street, proceeds down Kenwood Avenue crossing Torrance Boulevard. The
27 Kenwood Drain is located within, but is not part, of the "Neighborhood Areas."
28

1 K. "Montrose Plant Property" shall mean for purposes of this Decree the
2 approximately thirteen (13) acre parcel at 20201 South Normandie Avenue, Los Angeles,
3 California at which, among other things, Montrose Chemical Corporation of California
4 operated a DDT manufacturing and, later, a formulation plant.

5 L. The "Neighborhood Areas" includes all residential properties in 1) the area
6 of Los Angeles County bounded by Normandie Avenue, New Hampshire Avenue,
7 Torrance Blvd., and Del Amo Blvd., 2) the area of Los Angeles County bounded by
8 Denker Avenue, Del Amo Blvd., Western Avenue and Torrance Blvd., and 3) all soils
9 and debris excavated from and transported out of the geographic areas delineated in items
10 1 and 2 of this definition (including but not limited to the Storage Cells themselves) as a
11 result of the implementation of the removal action selected in the Removal Action
12 Memorandum. The term "Neighborhood Areas" does not include groundwater (including
13 any DNAPL) or the Kenwood Drain.

14 M. "Operations And Maintenance Workplan" or "Workplan" shall mean for
15 the purposes of this Decree that plan approved by EPA on June 29, 2001 which
16 incorporates the performance standards and establishes the procedures, specifications and
17 requirements for the work required of the DDT Defendants under this Decree. The
18 Workplan is attached to and incorporated by reference in this Decree.

19 N. "Parties" shall mean the United States, DTSC, and the Released Parties.

20 O. "Released Parties" shall mean the DDT Defendants, their predecessor or
21 successor entities, and direct or indirect parents or subsidiaries, to the extent of any
22 derivative liability attributable to any such entities, and further includes any of such
23 entities' current or former officers, directors, and employees, provided and to the extent
24 that any such individuals were acting within the scope of their duties and in their capacity
25 as officers, directors, or employees; and, for the purposes of Paragraphs 20-23 and 40-42,
26 "Released Parties" includes Stauffer Management Company, Imperial Chemical
27 Industries PLC, ICI International Investments, Inc., Zeneca, Inc., Zeneca Holdings, Inc.,
28 Stauffer Chemical Company (a former corporation organized under the laws of the State

1 of Delaware), Rhodia, Inc., Aventis CropScience USA, LP, together with their
2 predecessor or successor entities, and direct or indirect parents or subsidiaries, to the
3 extent of any derivative liability attributable to any such entities, and further includes any
4 of such entities' current or former officers, directors, and employees, provided and to the
5 extent that any such individuals were acting within the scope of their duties and in their
6 capacity as officers, directors, or employees.

7 P. "Removal Action Memorandum" means the U.S. EPA Region 9 Removal
8 Action Memorandum selecting removal actions for residential properties along and
9 adjacent to Kenwood Avenue (dated June 8, 2001), which is attached to this Decree.

10 Q. "Response Costs" shall mean for purposes of this Decree all costs of
11 response (including both removal and remedial costs, and all remaining past, present, and
12 future response costs) as provided in Section 107(a)(1-4)(A), (B) and (D) of CERCLA, 42
13 U.S.C. § 9607(a)(1-4)(A), (B) and (D), and as defined in Section 101(25) of CERCLA, 42
14 U.S.C. § 9601(25), that the United States (including EPA), or DTSC, or any other person,
15 as defined in section 101(21) of CERCLA, 42 U.S.C. section 9601(21), have incurred in
16 the past or will incur in the future with respect to the Neighborhood Areas.

17 R. "Storage Cells" means storage cells to be constructed by EPA on the
18 Montrose Plant Property, into which soil and debris generated as a result of the
19 implementation of removal actions authorized under the EPA Removal Action
20 Memorandum will be placed.

21 S. "United States" for purposes of this Consent Decree shall mean the United
22 States of America, including its departments, agencies and instrumentalities.

23 **PAYMENTS WITH RESPECT TO RESPONSE ACTIVITIES**

24 6. A. Within ten (10) business days after the Date of Final Approval of this
25 Decree, the DDT Defendants shall pay to EPA the sum of \$200,000, plus Interest
26 accruing from the Date of Lodging of this Decree, for Response Costs. The DDT
27 Defendants shall make this payment to "the United States Environmental Protection
28 Agency, Montrose Chemical National Priorities List Superfund Site Special Account

1 Number 2." The payment to EPA shall be made by Electronic Funds Transfer ("EFT" or
2 "wire transfer") in accordance with instructions provided by the United States to the DDT
3 Defendants at the time of Lodging of the Decree. Any EFT received after 11:00 A.M.
4 (Eastern Time) will be credited on the next business day. The DDT Defendants shall
5 send notice of the EFT to Plaintiffs as provided in Paragraph 43 of this Decree. All
6 payments to the United States under this Paragraph shall reference the Montrose
7 Chemical Corporation of California Superfund Site, Site # 9T26, DOJ Case # 90-11-3-
8 511/3, and U.S.A.F.I. file number 9003085. The amounts paid to EPA pursuant to this
9 Consent Decree and deposited into the above-referenced EPA special account shall be (1)
10 retained and used to conduct or finance response actions (including but not limited to the
11 operation and maintenance of the Storage Cells after the expiration of the DDT
12 Defendants' Operations and Maintenance Period) at or in connection with the Montrose
13 National Priorities List Superfund Site, or (2) transferred by EPA to the Hazardous
14 Substance Superfund, but only after the selection and implementation of remedial actions
15 for the Montrose Plant Property soil.

16 B. Within ten (10) business days after the Date of Final Approval of this
17 Decree, the DDT Defendants shall pay DTSC \$50,000 plus Interest accruing from the
18 Date of Lodging of this Decree for Response Costs. The payment to the DTSC shall be
19 made by certified check payable to "Cashier, California Department of Toxic Substances
20 Control", and shall bear on its face this case name and number. The DDT Defendants
21 shall send notice of payment to Plaintiffs as provided in Paragraph 43 of this Decree.
22 Payment shall be mailed to:

23 DTSC Accounting office
24 DTSC
25 1001 I Street
Sacramento, CA 95814

26 C. EPA may at any time subsequent to completing construction of the Storage
27 Cells demand, in addition to the payments under sub-Paragraphs A and B of this
28 Paragraph, payment from the DDT Defendants of the actual costs incurred in constructing
the Storage Cells, along with documentation supporting the amount demanded. Within

thirty (30) days of such demand, the DDT Defendants shall pay EPA the actual costs demanded up to a maximum amount of \$356,188. The DDT Defendants may not contest the adequacy of the documentation provided in support of the reimbursement amount demanded. Payment shall be made as described in Paragraph 6.A of this Section.

WORK TO BE PERFORMED

7. This Paragraph is intentionally left blank.

8. A. Pursuant to the "Access" provisions below, as of the Date of Execution of this Decree, the DDT Defendants shall allow access to EPA (and their contractors, subcontractors and others authorized by EPA) to the Montrose Plant Property in order to construct and fill the Storage Cells. EPA has designed and intends to construct and fill the Storage Cells in accordance with the approved Storage Cell design (Attachment A to the Operations and Maintenance Workplan). EPA has instructed its sub-contractor, I.T. Corporation, to provide to the DDT Defendants' Project Coordinator copies of all construction contract compliance documents as such documents are provided to EPA. During the time period while EPA is constructing and filling the Storage Cells, EPA will arrange for one or more security guards to be present at the Montrose Plant Property after working hours and on weekends. During the time period while EPA is constructing and filling the Storage Cells, the DDT Defendants will not be responsible for responding to any release of hazardous substances that occurs as a result of the construction and filling of the Storage Cells. After the last Storage Cell is accepted by the DDT Defendants pursuant to Paragraph 8.B below, EPA will provide notice, except in emergencies, to the DDT Defendants' Project Coordinator forty-eight hours prior to exercising the right of access granted in this Section.

B. The DDT Defendants will have the right to inspect the Storage Cells after they are constructed by EPA's contractor, and accept or reject that they were constructed consistent with EPA's design. The DDT Defendants will have the right to inspect the Storage Cells after they are filled by EPA's contractor, and accept or reject that they were filled consistent with EPA's design. The DDT Defendants will provide written notice of

1 acceptance or rejection of a storage cell to EPA within twenty-four hours of each
2 inspection. The DDT Defendants must accept the Storage Cells if they are constructed
3 and filled consistent with EPA's design. If the DDT Defendants do not accept any
4 Storage Cell pursuant to the preceding three sentences, and refuse to perform the work
5 required by the Operations And Maintenance Workplan, then (1) EPA has the unilateral
6 right to perform all operation and maintenance of the Storage Cells consistent with the
7 Removal Action Memorandum; and (2) EPA, notwithstanding the provisions of the
8 Section of this Decree entitled "Covenant Not to Sue For Response Activities And Costs
9 Relating to The Neighborhood Areas, And Reservation of Rights," may seek recovery
10 under section 107(a) of CERCLA, 42 U.S.C. § 9607(a), of all costs incurred as a result of
11 performing the operation and maintenance of the Storage Cells for the period beginning
12 on the Date of Rejection and continuing until the earlier of four years from the Date of
13 Rejection or the date on which response actions for the Montrose Plant Property soils are
14 completed. Any failure by the DDT Defendants to accept any Storage Cell under this
15 Paragraph can be the subject of dispute resolution pursuant to the Section of this Decree
16 entitled "Dispute Resolution."

17 9. A. If the DDT Defendants accept the constructed and filled Storage Cells
18 pursuant to Paragraph 8, the provisions of this Paragraph apply.

19 B. DDT Defendants shall operate and maintain the Storage Cells pursuant to
20 the Operations and Maintenance Workplan for a period of four years beginning from the
21 Date of Acceptance of the filled Storage Cells under Paragraph 8 or until EPA selects and
22 implements response actions for the Montrose Plant Property soils, whichever occurs
23 earlier. After the end of the DDT Defendants' Operations and Maintenance Period,
24 should it be necessary, (1) EPA will conduct any operation and maintenance of the
25 Storage Cells (including emergency response to releases from the Storage Cells); (2) the
26 DDT Defendants shall allow access for this purpose pursuant to the "Access" provisions
27 below; and (3) the DDT Defendants will have no further work obligations with respect to
28 the Storage Cells, subject to the reopeners set forth in Paragraph 22 below.

1 C. Defendants shall operate and maintain the Storage Cells consistent with all
2 ARARs identified in the Removal Action Memorandum, consistent with the Operation
3 and Maintenance Workplan and any other applicable law. The performance standards for
4 this work are: a) that no hazardous substance(s) shall be released from any Storage Cell
5 into the environment; b) that all activities related to the operation and maintenance
6 (including but not limited to emergency response and corrective action) of these Storage
7 Cells comply with the ARARs identified in the EPA Action Memorandum and any other
8 applicable law; and c) DDT Defendants must operate and maintain the Storage Cells as
9 required by the EPA approved Operations and Maintenance Workplan. Laws or
10 regulations that are promulgated after June 8, 2001 can only become ARARs for the
11 selected removal actions should EPA and DTSC determine in a manner consistent with
12 the National Contingency Plan, 40 C.F.R. Part 300, that: (1) the newly promulgated law
13 or regulation qualifies as an ARAR; and (2) the newly promulgated law or regulation
14 renders the previously selected removal actions no longer protective of human health or
15 the environment.

16 D. The DDT Defendants agree that the Storage Cells and soils stored therein
17 may be remediated along with the on-and near property soils (e.g., consolidated under a
18 cap of all or a portion of the Montrose Plant Property). However, consistent with
19 Paragraph 21 below, in the event that the DDT Defendants perform the response action
20 for on- and near-property soils, the DDT Defendants will not be required to perform
21 response actions with respect to the soils in the Storage Cells and any materials contained
22 therein unless the money for that work is provided by a source other than the Released
23 Parties.

24 E. In the event that EPA conducts operation and maintenance of the Storage
25 Cells after the conclusion of the DDT Defendants' Operations and Maintenance Period
26 and EPA retains a contractor or sub-contractor to conduct such operation and
27 maintenance activities, EPA will use its best efforts to have the Released Parties added to
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1 the insurance held by the contractor or sub-contractor for such operation and maintenance
2 work.

3 10. Designation of Contractor, Project Coordinator, and On-Scene Coordinator.

4 A. The DDT Defendants designate Earth Tech, 100 West Broadway, Suite
5 240, Long Beach, CA 90802, as their contractor to implement the Operations and
6 Maintenance Workplan. The DDT Defendants designate Brian Dean of Earth Tech
7 (phone number (562) 951-2212; fax number (562) 951-2086) as their project coordinator
8 responsible for administration of all of the DDT Defendants actions required by this
9 Consent Decree. Receipt by the DDT Defendants' Project Coordinator of any notice or
10 communication from EPA relating to this Consent Decree shall constitute receipt by all
11 DDT Defendants.

12 B. Should Earth Tech and/or Brian Dean cease to perform the responsibilities
13 set forth in the preceding Sub-Paragraph, DDT Defendants shall notify EPA of the
14 name(s) and qualification(s) of replacement contractor(s) within 10 business days. EPA
15 retains the right to disapprove of any, or all, of the contractors and/or subcontractors
16 and/or project managers retained by the DDT Defendants, or of the DDT Defendants'
17 choice of itself (themselves) to do the removal action. If EPA disapproves of a selected
18 contractor or manager, DDT Defendants shall retain a different contractor or notify EPA
19 that it will perform the removal action itself within (10) business days following EPA's
20 disapproval and shall notify EPA of that contractor's name or DDT Defendants's name
21 and qualifications within (10) business days of EPA's disapproval.

22 C. EPA has designated Dennis Geiser of Regional 9 as its On-Scene
23 Coordinator (OSC). DDT Defendants shall direct all submissions required by this
24 Consent Decree both to the OSC at U.S. EPA Region 9, Mailcode SFD7, 75 Hawthorne
25 St., San Francisco, CA 94105, and to Gloria Conti at DTSC, 5796 Corporate Avenue,
26 Cypress, CA 90630.

1 11. Reporting.

2 A. DDT Defendants shall submit a written progress report to EPA concerning
3 actions undertaken pursuant to this Decree every 90 days during the DDT Defendants'
4 Operations and Maintenance Period, unless otherwise directed by the OSC in writing.
5 These reports shall describe all significant developments during the preceding period,
6 including the inspections, problems encountered and actions taken in response, and a
7 schedule of work to be performed, if any.

8 B. The DDT Defendants and successors in title shall, at least 30 days prior to
9 the conveyance of any interest in real property at the Montrose Plant Property, give
10 written notice of this Decree to the transferee and written notice to EPA and DTSC of the
11 proposed conveyance, including the name and address of the transferee. The party
12 conveying such an interest shall require that the transferee comply with this Decree.

13 C. Final Report. Within 90 days after completion of all removal actions
14 required under this Decree, the DDT Defendants shall submit for EPA and DTSC review
15 and approval a final report summarizing the actions taken to comply with this Consent
16 Decree. The final report shall conform, at a minimum, with the requirements set forth in
17 Section 300.165 of the NCP entitled "OSC Reports." The final report shall include a
18 good faith estimate of total costs or statement of actual costs incurred in complying with
19 the Decree, a presentation of any analytical results of all sampling and analyses
20 performed, a summary of the operations and maintenance activities performed, and
21 accompanying appendices containing all relevant documentation generated during the
22 removal action (e.g., inspection reports). The final report shall also include the following
23 certification signed by a person who supervised or directed the preparation of that report:

24 Under penalty of law, I certify that to the best of my knowledge, after
25 appropriate inquiries of all relevant persons involved in the preparation of
26 the report, the information submitted is true, accurate, and complete. I am
27 aware that there are significant penalties for submitting false information.
28 including the possibility of fine and imprisonment for knowing violations.

1 12. Emergency Response and Notification of Release. If any incident or
2 change in the conditions of one or more of the Storage Cells occurs during the DDT
3 Defendants Operation and Maintenance Period that causes or threatens to cause an
4 additional release of hazardous substances at or from the Montrose Plant Property or an
5 endangerment to the public health, welfare, or the environment, the DDT Defendants
6 shall immediately take all appropriate action. The DDT Defendants shall take these
7 actions in accordance with all applicable provisions of this Decree, including, but not
8 limited to the Health and Safety Plan (as incorporated by reference into the Operations
9 and Maintenance Workplan) and the Operations and Maintenance Workplan, to prevent,
10 abate or minimize such release or endangerment caused or threatened by the release.
11 DDT Defendants shall also immediately notify the OSC or, in the event of his/her
12 unavailability, shall notify the Regional Duty Officer at (415) 744-2000, of the incident or
13 site conditions. If the DDT Defendants fail to take action, then EPA may respond to the
14 release or endangerment and reserve the right to pursue cost recovery. In addition, in the
15 event of any release of a hazardous substance, the DDT Defendants shall immediately
16 notify EPA's OSC at (415) 744-2000 and the National Response Center at telephone
17 number (800) 424-8802. The DDT Defendants shall submit a written report to EPA
18 within seven (7) days after each release, setting forth the events that occurred and the
19 measures taken or to be taken to mitigate any release or endangerment caused or
20 threatened by the release and to prevent a reoccurrence of such a release. This reporting
21 requirement is in addition to, not in lieu of, reporting under CERCLA section 103(c) and
22 section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42
23 U.S.C. Sections 11001 et seq.

24 13. Modification. If modifications to the design of the Storage Cells occur
25 during construction of the Storage Cells, then the OSC may direct modifications to the
26 Operations and Maintenance Workplan (including all attachments thereto) based on field
27 conditions. Modifications to any plan or schedule (or the attached Workplan) may be
28 made in writing by the OSC or at the OSC's oral direction. If the OSC makes an oral

1 modification, it will be memorialized in writing within (21) days; provided, however, that
2 the effective date of the modification shall be the date of the OSC's oral direction. If
3 DDT Defendants seek permission to deviate from the Operations and Maintenance
4 Workplan, their Project Coordinator shall submit a written request to EPA for approval
5 outlining the proposed modification and its basis. No informal advice, guidance,
6 suggestion, or comment by EPA regarding reports, plans, specifications, schedules, or any
7 other writing submitted by the DDT Defendants shall relieve the DDT Defendants of
8 (its/their) obligation(s) to obtain such formal approval as may be required by this Decree,
9 and to comply with all requirements of this Decree unless it is formally modified.

10 14. Notice of Completion. When EPA determines, after EPA's review of the
11 Final Report, that all obligations required to be performed by the DDT Defendants during
12 the DDT Defendants' Operation and Maintenance Period have been fully performed in
13 accordance with this Decree, EPA will provide notice to the DDT Defendants. If EPA
14 determines that any obligations required to be performed by the DDT Defendants during
15 the DDT Defendants' Operation and Maintenance Period have not been completed in
16 accordance with this Decree, EPA will notify the DDT Defendants, provide a list of the
17 deficiencies, and require that DDT Defendants modify the Workplan to correct such
18 deficiencies. The DDT Defendants shall implement the modified and approved Workplan
19 and shall submit a modified Final Report in accordance with the EPA notice.

20 15. OSC. EPA's OSC shall be responsible for overseeing the proper and
21 complete implementation of this Decree. The OSC shall have the authority vested in an
22 OSC by the NCP, 40 C.F.R. § 300.120, including the authority to halt, conduct, or direct
23 any action required by this Decree. Absence of the OSC from the Site shall not be cause
24 for stoppage of work unless specifically directed by the OSC. EPA and the DDT
25 Defendants shall have the right to change their designated OSC or Project Coordinator.
26 EPA shall notify the DDT Defendants, and the DDT Defendants shall notify EPA
27 fourteen days before such a change is made.

16. Should the DDT Defendants violate this Decree or any portion hereof, EPA may carry out the required actions unilaterally, pursuant to section 104 of CERCLA, 42 U.S.C. Section 9604, and/or may seek judicial enforcement of this Decree, and/or stipulated penalties as set forth below.

ACCESS

17. As of the Date of Execution of this Decree, the DDT Defendants shall allow EPA (and its contractors and subcontractors or others authorized by EPA) access to the Montrose Plant Property for the purpose of constructing, filling, operating and maintaining the Storage Cells (including emergency response activities). The DDT Defendants also agree that the soil and debris excavated as a result of implementation of the removal actions authorized by the Removal Action Memorandum may be stored at the Montrose Plant Property until CERCLA response actions for the DDT contaminated soils at the Montrose Plant Property are selected and implemented. The DDT Defendants shall also allow EPA access to the Montrose Plant Property for the purpose of removing or remediating the soils contained in the Storage Cells. The amount of soil and debris excavated from the Neighborhood Areas which may be stored at the Montrose Plant Property pursuant to this Paragraph is limited to 12,000 cubic yards.

18. In addition to the preceding Paragraph, the DDT Defendants shall provide access to the Montrose Plant Property to implement this Decree, or for the purposes of inspecting, investigating or verifying compliance with the terms of this Consent Decree, and provide access to all records and documentation related to the implementation of the Operations and Maintenance Workplan conducted by the DDT Defendants pursuant to this Decree. Such access shall be provided to EPA employees, contractors, agents, consultants, designees, representatives. These individuals shall be permitted to move freely at the Montrose Plant Property in order to conduct actions which EPA determines to be necessary.

1 19. Paragraphs 17 and 18 in no way limit any right of inspection and/or entry
2 available to EPA and/or DTSC pursuant to applicable federal or state laws, regulations,
3 permits, or prior agreements.

4 COVENANT NOT TO SUE FOR
5 RESPONSE ACTIVITIES AND COSTS RELATING TO THE
6 NEIGHBORHOOD AREAS, AND RESERVATION OF RIGHTS

7 20. Except as specifically provided in Paragraphs 21 and 22 of this Decree, the
8 United States and DTSC each hereby covenants not to sue or to take any other civil or
9 administrative action against the Released Parties to compel response activities relating to
10 the Neighborhood Areas, or to recover Response Costs, including but not limited to, costs
11 for studies and evaluations of the area covered by response activities under CERCLA
12 Sections 106 and 107, 42 U.S.C. §§ 9606 and 9607, or pursuant to the California
13 Hazardous Substance Account Act, California Health and Safety Code §§ 25300, et seq.,
14 or any other state statute or state common law. In addition, the United States and DTSC
15 each hereby covenants not to sue or take administrative action against the Released
16 Parties to compel response activities with respect to the Neighborhood Areas or recover
17 Response Costs under the Resource Conservation and Recovery Act ("RCRA") Sections
18 3008(h), 3013, or 7003, 42 U.S.C. §§ 6928(h), 6934, or 6973, or California Health and
19 Safety Code § 25187. DTSC hereby further covenants not to sue or take administrative
20 action against the Released Parties to compel response activities with respect to the
21 Neighborhood Areas or to recover Response Costs under Section 7002 of RCRA, 42
22 U.S.C. § 6972.

23 21. The covenants set forth in Paragraph 20 pertain only to matters expressly
24 specified therein, and extend only to the Released Parties. Any claim or defense which
25 the United States or DTSC has against any other person or entity is expressly reserved.
26 The United States and DTSC reserve, and this Decree is without prejudice to, all other
27 rights and claims against Released Parties with respect to all other matters, including but
28 not limited to, the following:

1 A. any and all claims against the Released Parties based upon or resulting from
2 a failure to meet a requirement of this Decree;

3 B. claims for criminal liability;

4 C. claims for violations of any other federal or state law;

5 D. claims arising from the presence of a hazardous substance at any location
6 outside of the Neighborhood Areas (except as provided for in prior consent decrees in this
7 action with the Released Parties);

8 E. claims for natural resources damages with respect to the Neighborhood
9 Areas; and

10 F. claims resulting from the release of hazardous substances from one or more
11 Storage Cells during the DDT Defendants' Operations and Maintenance Period; and.

12 G. Claims resulting should the DDT Defendants fail to render the acceptances
13 set out in Paragraph 8 (and where the DDT Defendants also refuse to implement the
14 Operations and Maintenance Workplan) and EPA exercises its right pursuant to that
15 Paragraph to perform the operations and maintenance work with respect to the Storage
16 Cells.

17 22. A. In addition to the reservations set out in Paragraph 21, the United
18 States and DTSC reserve, and this Decree is without prejudice to, the right to institute
19 proceedings in this action or in a new action seeking to compel the Released Parties to
20 take a response action or reimburse the United States or DTSC for additional Response
21 Costs with respect to the Neighborhood Areas if, subsequent to the Date of Lodging of
22 this Decree:

23 1. conditions at the Neighborhood Areas, previously unknown to EPA
24 or DTSC, are discovered; or

25 2. information, previously unknown to EPA or DTSC, is received, in
26 whole or in part,

27 and these previously unknown conditions or new information together with any other
28 relevant information indicate that the Removal Actions set forth in the Removal Action

1 Memorandum and the actions required by the Section of this Decree called "Work to be
2 Performed" is not protective of human health or the environment with respect to the
3 Neighborhood Areas.

4 B. For purposes of this Paragraph, the information and the conditions known to
5 EPA or DTSC shall include only that information and those conditions known to EPA
6 and DTSC as of the date of the Removal Action Memorandum.

7 C. The Released Parties reserve their right to contest any claims allowed by
8 Paragraphs 23.A.1 or 23.A.2 of this Decree, and the Released Parties do not by
9 consenting to this Decree waive any defenses to such claims, except that the Released
10 Parties covenant not to assert, and may not maintain, any defense based upon principles
11 of waiver, res judicata, collateral estoppel, issue preclusion, claim splitting or other
12 defense based upon the contention that the claims that are allowed by Paragraphs 23.A.1.
13 or 23.A.2 of this Decree were or should have been brought in the instant case. In the
14 event that the United States or DTSC institutes proceedings under Paragraphs 23.A.1 or
15 23.A.2 of this Decree, the Released Parties reserve the right to assert potential cross-
16 claims, counterclaims or third party claims against the United States, DTSC, or any
17 employee, officer, agency or instrumentality thereof, relating to such claims asserted by
18 the United States or DTSC, and the agencies or instrumentalities thereof.

19 COVENANTS BY RELEASED PARTIES

20 23. A. Subject to Paragraph 23.C, the Released Parties hereby covenant not
21 to sue and agree not to assert any civil or administrative claim or cause of action against
22 the United States, or any employee, officer, agency or instrumentality thereof, and/or
23 DTSC, or any employee, officer, agency or instrumentality thereof (but not including
24 counties, cities, local governmental entities or sanitation districts) with respect to the
25 Neighborhood Areas or this Decree, including but not limited to (1) any direct or indirect
26 claim for reimbursement from the Hazardous Substance Superfund established pursuant
27 to 26 U.S.C. § 9507, under CERCLA Sections 106(b)(2), 111, 112 or 113, 42 U.S.C. §§
28 9606(b)(2), 9611, 9612 or 9613, any claim pursuant to the Federal Tort Claims Act. 28

1 U.S.C. §§ 1346(b) and 2671 et seq., or any claim arising from any express or implied
2 contract pursuant to 28 U.S.C. § 1346(a)(2) or 28 U.S.C. § 1491(a)(1), or any claim
3 pursuant to the California Hazardous Substance Account Act, California Health and
4 Safety Code §§ 25300, et seq., or under any other provision of law; (2) any claim with
5 respect to the Neighborhood Areas under CERCLA Sections 107 or 113, 42 U.S.C. §§
6 9607 or 9613, against the United States, including any department, agency or
7 instrumentality of the United States, and/or DTSC, or any employee, officer, agency or
8 instrumentality thereof (but not including counties, cities, local governmental entities or
9 sanitation districts); or (3) any claims arising out of response activities at the
10 Neighborhood Areas. Nothing in this Decree shall be deemed to constitute
11 preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. §
12 9611, or 40 C.F.R. § 300.700(d).

13 B. The Released Parties hereby covenant not to sue or to assert any civil or
14 administrative claim or cause of action against any current or former owner or resident of
15 a residential property in the Neighborhood Areas under Sections 107 or 113(f) of
16 CERCLA (42 U.S.C. Section 9607 and Section 9613(f)), to the same extent the Released
17 Parties are protected against claims in Paragraph 20. If any current or former owner or
18 resident of a residential property in the Neighborhood Areas brings suit against one or
19 more of the Released Parties relating to the Montrose NPL site, this covenant does not
20 apply as against that plaintiff.

21 C. The covenants set forth in this Paragraph pertain only to matters expressly
22 specified therein, and extend only to the United States and DTSC. The Released Parties
23 reserve, and this Decree is without prejudice to, all other rights, claims and defenses
24 against the United States or DTSC, including without limitation, in response to claims
25 brought pursuant to Paragraph 22.

26 STIPULATED PENALTIES

27 24. A. If the payments required of the DDT Defendants by this Decree are not
28 made by the dates specified in those Paragraphs, the DDT Defendants shall be liable. in

1 addition to the payments specified in those Paragraphs for the following amounts for each
2 day of delay in payment:

<u>Days of Delay</u>	<u>Payment Per Day of Delay</u>
1-14	\$ 5000/day
15-60	\$ 7500/day
Beyond 60 Days	\$ 10,000/day

7 B. In addition to the remedy provided for in the preceding Sub-Paragraph, if
8 the payments required of the DDT Defendants by Paragraph 6 of this Decree are not
9 made by the dates specified in Paragraph 6, the DDT Defendants shall be liable, in
10 addition to the payments specified in Paragraph 6, for Interest.

11 25. If the DDT Defendants commit a violation of the Operations and
12 Maintenance Workplan, as defined therein, the DDT Defendants shall be liable for the
13 following amounts :

<u>Days of Non-Compliance</u>	<u>Payment Per Day</u>
1-7	\$ 2,000/day
8-30	\$ 5,000/day
Beyond 30 Days	\$ 10,000/day

18 26. Payments due under this Section shall be paid by certified or bank check or
19 warrant and disbursed, 50% to the United States and 50% to DTSC (the latter to be held
20 in trust for the state signatories hereto), to the addressees identified in Paragraph 43.
21 Stipulated penalties due under Paragraphs 24 and 25 are due within thirty (30) days
22 following receipt by the DDT Defendants of a written demand by the United States or
23 DTSC for payment of such stipulated penalties, and shall be made in accordance with
24 instructions provided by the United States or DTSC to the DDT Defendants subsequent to
25 the Date of Lodging of this Decree, with notice to the United States or DTSC.

26 27. In addition to the remedy provided for in this section, the DDT Defendants
27 shall be liable, in addition to the payments specified in those Paragraphs, for any costs
28 and attorneys fees incurred by Plaintiffs in enforcing the terms of this Decree.

28. Payments due under this Section shall be in addition to any other remedies or sanctions that may be available to the United States and DTSC on account of the DDT Defendants' failure to comply with the terms of this Decree.

DISPUTE RESOLUTION

29. Any dispute concerning the performance of the DDT Defendants' work obligations under this Consent Decree shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 20 days from the time the dispute arises, unless modified by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute.

30. A. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by EPA shall be considered binding unless, within 21 days after the conclusion of the informal negotiation period, DDT Defendants invoke the formal dispute resolution procedures of Paragraphs 30-32 by serving on EPA and DTSC a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by the DDT Defendants.

B. Within 21 days after receipt of DDT Defendants' Statement of Position, EPA will serve on DDT Defendants its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA. Within 7 days after receipt of EPA's Statement of Position, DDT Defendants may submit a Reply.

31. Formal dispute resolution for disputes will be accorded review on the administrative record under applicable principles of administrative law and shall be conducted pursuant to the procedures set forth in this Paragraph. Nothing in this Consent Decree shall be construed to allow any dispute by DDT Defendants regarding the validity of the Removal Action Memorandum provisions.

1 A. An administrative record of the dispute shall be maintained by EPA
2 and shall contain all statements of position, including supporting documentation,
3 submitted pursuant to this Paragraph. Where appropriate, EPA may allow submission of
4 supplemental statements of position by the parties to the dispute.

5 B. The Director of the Superfund Division, EPA Region IX, will issue a
6 final administrative decision resolving the dispute based on the administrative record.
7 This decision shall be binding upon the DDT Defendants, subject only to the right to seek
8 judicial review pursuant to this section.

9 C. Any administrative decision made by EPA pursuant to the preceding
10 sub-Paragraph shall be reviewable by this Court, provided that a motion for judicial
11 review of the decision is filed by the DDT Defendants with the Court and served on all
12 Parties within 10 days of receipt of EPA's decision. The motion shall include a
13 description of the matter in dispute, the efforts made by the parties to resolve it, the relief
14 requested, and the schedule, if any, within which the dispute must be resolved to ensure
15 orderly implementation of this Consent Decree. The United States may file a response to
16 DDT Defendants' motion.

17 D. In proceedings on any dispute governed by this Paragraph, DDT
18 Defendants shall have the burden of demonstrating that the decision of the Superfund
19 Director is arbitrary and capricious or otherwise not in accordance with law. Judicial
20 review of EPA's decision shall be on the administrative record.

21 32. The invocation of formal dispute resolution procedures under Paragraphs 30
22 and 31 shall not extend, postpone or affect in any way any obligation of the DDT
23 Defendants under this Consent Decree, not directly in dispute, unless EPA or the Court
24 agrees otherwise. Stipulated penalties with respect to the disputed matter shall continue
25 to accrue but payment shall be stayed pending resolution of the dispute. Notwithstanding
26 the stay of payment, stipulated penalties shall accrue from the first day of noncompliance
27 with any applicable provision of this Consent Decree. In the event that the DDT
28

1 Defendants do not prevail on the disputed issue, stipulated penalties shall be assessed and
2 paid as provided in the Section of this Decree called "Stipulated Penalties."

3 VOIDABILITY

4 33. In the event that a final judicial determination is made by the District Court
5 or, upon appellate review, by a higher court, that the entry of this Decree in its entirety
6 shall not be approved, this Decree and the settlement embodied herein is voidable at the
7 discretion of any Party and the terms hereof may not be used as evidence in any litigation
8 or other proceeding.

9 COMPLIANCE WITH OTHER LAWS

10 34. This Decree shall not be construed in any way to affect any past, current or
11 future obligation of the DDT Defendants or any other person or entity to comply with any
12 federal, state or local law.

13 RETENTION OF JURISDICTION

14 35. The Court shall retain jurisdiction of this matter for the purpose of entering
15 such further order, direction or relief as may be necessary or appropriate for the
16 construction, implementation or enforcement of this Decree or other consent decrees.

17 AUTHORIZED REPRESENTATIVE

18 36. Each of the undersigned representatives of the DDT Defendants certifies
19 that he or she is fully authorized to enter into the terms and conditions of this Decree and
20 to legally execute and bind that party to this Decree.

21 37. This Decree may be executed in any number of counterparts, and each
22 executed counterpart shall have the same force and effect as an original instrument.

23 MODIFICATION

24 38. The terms of this Decree may be modified only by a subsequent written
25 agreement signed by all of the Parties signatory hereto, and approved by the Court as a
26 modification to this Decree.

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1 respect to any suit or claim for contribution brought against it for matters related to this
2 Consent Decree, it will notify the United States and DTSC in writing within 10 days of
3 service of the complaint or claim upon it. In addition, each Released Party shall notify
4 the United States and DTSC within 10 days of service or receipt of any Motion for
5 Summary Judgment, and within 10 days of receipt of any order from a court setting a case
6 for trial, for matters related to this Consent Decree (other than this action).

7 NOTICE

8 43. Any notice required hereunder shall be in writing and shall be delivered by
9 hand, facsimile or overnight mail as follows:

10 Notice to the United States and the State:

11 As to the United States:

12 Chief, Environmental Enforcement Section
13 Environment and Natural Resources Division
14 DO Case #90-11-3-511
15 U.S. Department of Justice
16 P.O. Box 7611
17 Washington, D.C. 20044-7611

18 As to EPA:

19 John Lyons
20 Assistant Regional Counsel
21 U.S. EPA Region 9
22 Mailcode ORC3
23 75 Hawthorne St.
24 San Francisco, CA 94105

25 As to DTSC:

26 Barbara Coler
27 Division Chief, Statewide Cleanup Operations Div.
28 California Department of Toxic Substances Control
700 Heinz Avenue, Suite 200
Berkeley, CA 94710-2721

As to State of California:

Brian Hembacher
Deputy Attorney General
Environment Section
Office of the Attorney General
300 South Spring Street
Los Angeles, CA 90013
Facsimile No. (213) 897-2802

As to DDT Defendants:

President
Montrose Chemical Corporation of California
600 Ericksen Avenue, Suite 380,

1 Bainbridge Island, WA 98110

2 David Mulliken
3 Latham & Watkins
4 701 B Street, Suite 2100
5 San Diego, CA 92101

6 General Counsel
7 Chris-Craft Industries, Inc.
8 767 Fifth Avenue, 46th Floor
9 New York, N.Y. 10153

10 Peter Simshauser
11 Skadden, Arps, Slate, Meagher & Flom LLP
12 300 South Grand Avenue
13 Los Angeles, CA 90071

14 Joseph C. Kelly
15 Vice President and General Counsel
16 Stauffer Management Company
17 1800 Concord Pike
18 P.O. Box 15438
19 Wilmington, DE 19850-5438

20 Paul B. Galvani
21 Ropes & Gray
22 One International Place
23 Boston, MA 02110.

24 Each party to this Decree may change the person(s) it has designated to receive
25 notice for that party, or the addresses for such notice, by filing a written notice of such
26 change with the Court and serving said notice on each of the other Parties to this Decree.

27 ENTIRE AGREEMENT

28 44. This Decree constitutes the entire understanding of the Parties with respect
to its subject matter. The fact that any party suggested language different from, or
additional to, any language ultimately adopted in this Decree shall not be taken into
account in interpreting this Decree.

EFFECTIVE DATE

45. This Decree shall be effective upon the date which this Decree has been
entered by the United States District Court.

46. By signature below, all Parties consent to this Decree.

1 JUDGMENT

2 THE FOREGOING Consent Decree among Plaintiffs United States and
3 DTSC, and the DDT Defendants is hereby APPROVED and ORDERED.

4 There being no just reason for delay, this Court expressly directs, pursuant
5 to Rule 54(b), Federal Rules of Civil Procedure, ENTRY OF FINAL JUDGMENT in
6 accordance with the terms of this Decree; each party hereto shall bear its own costs and
7 attorney's fees except as specifically provided herein.

8
9 IT IS SO ORDERED

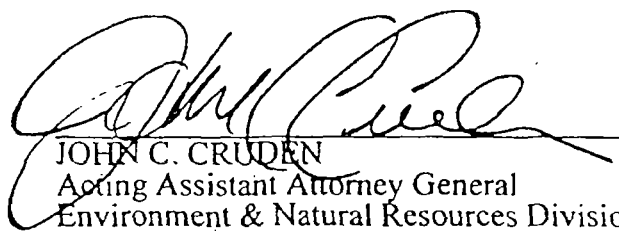
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11 DATED: June 24, 2002


12 THE HONORABLE MANUEL REAL
13 UNITED STATES DISTRICT JUDGE
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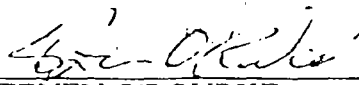
15 FOR THE UNITED STATES OF AMERICA:

16 WE HEREBY CONSENT to the entry of the Consent Decree in United
17 States, et al. v. Montrose Chemical Corporation of California, et al., No. CV 90-3122-R,
18 subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

19 Dated: July 12, 2001


20 JOHN C. CRUDEN
21 Acting Assistant Attorney General
22 Environment & Natural Resources Division
23 United States Department of Justice

24 Dated: July 13, 2001


25 STEVEN O'ROURKE
26 Environmental Enforcement Section
27 Environment & Natural Resources Division
28 United States Department of Justice
Attorneys for the United States

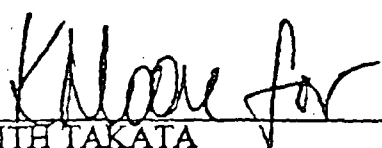
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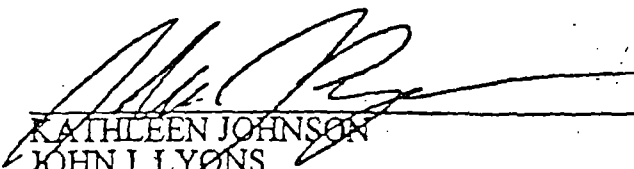
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Dated: 7/19, ²⁰⁰¹~~2000~~



KEITH TAKATA
Director of the Superfund Division
United States Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, CA 94105

Dated: July 19, ²⁰⁰¹~~2000~~



KATHLEEN JOHNSON
JOHN J. LYONS
MICHELE BENSON
Office of the Regional Counsel
United States Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, CA 94105

1 FOR THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCE CONTROL:

2 WE HEREBY CONSENT to the entry of the Consent Decree in United
3 States, et al. v. Montrose Chemical Corporation of California, et al., No. CV 90-3122-R,
4 subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

5
6 DATE: July 3, 2001



BARBARA COLER

7 Division Chief, Statewide Cleanup Operations
8 Division, California Department of Toxic
9 Substances Control, 700 Heinz Avenue, Suite
10 200, Berkeley CA 94710-2721.

1 FOR DDT DEFENDANTS AND RELEASED PARTIES:

2 WE HEREBY CONSENT to the entry of the Consent Decree in United
3 States. et al. v. Montrose Chemical Corporation of California. et al., No. CV 90-3122-R.

4 CHRIS-CRAFT INDUSTRIES, INC.:

5
6 DATE: July 12, 2001

By:

7 Brian C. Kelly
SIGNATURE

8 Brian C. Kelly

9 NAME (printed or typed)

10 Senior Vice President and
General Counsel

11 TITLE (printed or typed)

AVENTIS CROPSCIENCE USA, INC.:

1

2

3

DATE: July 3, 2001

By:

George S. Goodridge
SIGNATURE

4

George S. Goodridge

5

NAME (printed or typed)

6

7

Assistant Secretary

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TITLE (printed or typed)

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1 ATKEMIX THIRTY-SEVEN, INC.:
2
3

4 DATE: July 9, 2001
5
6

By: 

SIGNATURE

Brian A. Spiller

NAME (printed or typed)

President, Stauffer Management Company LLC,
successor by merger to Atkemix 37

TITLE (printed or typed)
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MONTROSE CHEMICAL CORPORATION OF CALIFORNIA:

DATE: July 16, 2001

By:

SIGNATURE

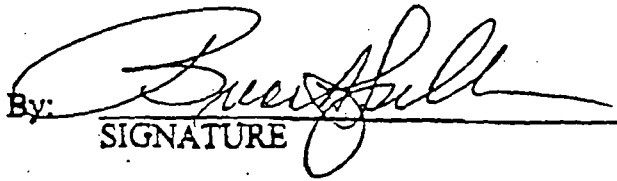
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1 STAUFFER MANAGEMENT COMPANY

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DATE: July 9, 2001

By: 
SIGNATURE

Brian A. Spiller
NAME (printed or typed)
President, Stauffer Management Company LLC,
successor by merger to Stauffer Management
Company
TITLE (printed or typed)

1 IMPERIAL CHEMICAL INDUSTRIES PLC

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4 DATE: _____

By: _____

SIGNATURE

MICHAEL HERLIHY

NAME (printed or typed)

GENERAL COUNSEL

TITLE (printed or typed)

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1 ICI INTERNATIONAL INVESTMENTS, INC.
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4 DATE: _____

By: _____

SIGNATURE

6 MICHAEL HERLIHY
7 NAME (printed or typed)

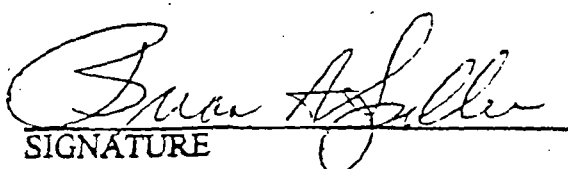
8 ATTORNEY-IN-FACT
9 TITLE (printed or typed)

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ZENECA INC.

DATE: 7/3/01

By: 
SIGNATURE
Brian A Spiller
NAME (printed or typed)
Gen. MGR
TITLE (printed or typed)

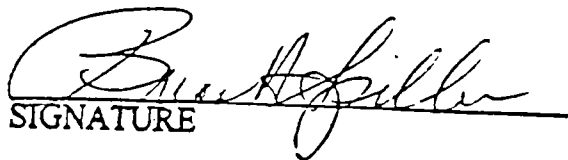
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ZENECA HOLDINGS, INC.

DATE:

7/3/01

By:


SIGNATURE

Brian A Salter
NAME (printed or typed)

Gen Mgr
TITLE (printed or typed)

STAUFFER CHEMICAL COMPANY

BY: AVENTIS CROPSCIENCE USA INC.

DATE: July 9, 2001

By:

George S. Goodridge
SIGNATURE

George S. Goodridge

NAME (printed or typed)

Assistant Secretary

TITLE (printed or typed)

RHODIA INC.

DATE: July 9, 2001

By:


SIGNATUREJohn P. Donahue

NAME (printed or typed)

Senior Vice President, Secretary
and General Counsel

TITLE (printed or typed)

AVENTIS CROPSCIENCE USA LP

DATE: July 3, 2001

By:

George S. Goodridge
SIGNATURE

George S. Goodridge
NAME (printed or typed)

Assistant Secretary
TITLE (printed or typed)

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